THE COURTS.

Points of Unity Between Legal and Moral Obligations.

A RELEASE NOT BINDING.

Curious Charge Against Alleged Female Conspirators.

DISSATISFIED NOMADIC BOARDER.

In 1866 Charles F. A. Dambmann, Philip F. Pistor and Herman Schulting were engaged in business in this city under the firm name of C. F. A. Dambmann & Co. Mr. Dambmaun loaned to Schulting \$10,000, latter promising to refund the money when he uid be able to do so. Some two years after this \$5,000 of the money thus loaned was repaid, a release of any further claim for payment of the balance being given on such payment. Mr. Dambmann claimed that such release was executed by him under a mistake as to the material facts, Schulting having represented to him that his property was barely sufficient to pay the ey he had borrowed, whereas, as alleged, he was is at that time, his property to this amount having a concealed and put out of his possession so as to been concealed and put out of his possession so as to give the color of truth to his statements as to what he was worth. The complaint, the substance of which has aiready been published, recites at length the transfer and sale of the stock of goods belonging to the firm, aggregating \$576,981, in which Schulting had one-third interest. Under this state of facts suit was brought to recover \$5,000, with interest, the balance of the loan. The answer put in by Mr. Schulting is that during the time specified he owed to various parties and firms about \$1,000,000, and that his creditors, including C. F. A. Dambmann & Co., accepted a compromise of their claims. The following agreement was made with the latter firm:—"We, the undersigned, agree, in consideration of \$1 paid to us, to discharge H. Schulting from the legal payment of the money loaned to him, February, 1866, said schuling giving his moral obligation to refund the said money, in part or whole, as his means will allow in future." The legal force of this "moral obligation" was one of the strongest points raised in the litigation. The case was tried before Judge Van Vorst, holding Supreme Court, special Term. Judge Van Vorst gave his decision in the case yesterday, declaring the release void and ordering judgment for the balance of the loan. After reciting the facts of the case given above Judge Van Vorst says "that he does not regard the release as an absolute discharge of the debt in question, as there was substituted a moral dury for payment in the event that the debtor should afterware acquire means sufficent to enable him to play the claim in whole or in part." The agreement to discharge "from the legal payment be noids to have been in fact conditioned upon the debtor's promise to retund the money loaned should he acquire the means in the future to do so; that if he did not acquire such means then all legal claim was abandoned; but if he did, the legal claim existed, to have been in fact conditioned upon the debtor's promise to retund the money loaned should give the color of truth to his statements as to what he

THE DEAD DIVORCE LAWYER.

There seems to be no end to the complications growing out of the settlement of the estate of the ad divorce lawyer A. O. House, In the suit of Smith vs. The Adams Express Company a motion was heard yesterday before Judge McAdam, in Marine Court, Chambers, in which it appeared that the late A. O. House consigned by the express company at Philadel-phia a package addressed to G. W. Warden, at New ork city, marked "C. O. D." The company delivered the package and collected thereon \$100 for the conthe package and collected thereon \$100 for the consignor. The company is now anxious to get relieved of the keeping of this money, but cannot decide who to pay it to. House was killed by his instance wife, and the Public Administrator claims this money as belonging to his estate. Henry J. Simth is a rival claimant, insisting that the money belongs to him; that House never had any interest in it, having acted in the matter merely as his agent. The motion was for leave to substitute the Public Administrator as a party to the suit in place of the express company, and the Judge granted it, leaving the rival claimants to settle the question of disputed title to the money.

. CONFLICTING CHARGES.

singular suit and presenting an anoma lous state of facts one brought by Mary E. Leichtevens, through ber mother and guardian ad litem, pie L. Leichtevens, against Hans Fuskow, charging lleged breach of promise of marriage and seduction. loged breach of photosic field in the soft Fuskow was ar-sted and placed in jail. Application was made yes-reday for his discharge from arrest to Jungo Donoine, Supreme Court, Chambers. In his petition for dis-jurge Fuskow states that he never promised to marry large Fuskow states that he never promised to marry and that she, abetted by her mother, was promise the suit for \$600. Upon the facts set forth his petition Judge Donohue ordered his discharge his own recognizance.

DISLIKE TO FREE BOARDING.

William Denury succeeded in getting himself in debt to his boarding house keeper to the extent of \$60 without having any visible means of liquidation. His creditor brought suit in the Marine Court, which resulted in his being put to board in Ludlow Street Jail, where he has been for the past three mouths. Yesterday, in Marine Court, Chambers, application was made petere Judge McAdam for his retense from his present before Judge McAdam for his release from his present enforced and unacceptable boarding house. The motion was made on the ground that Denury was hopele-siy impecunious, and that there was no good resson why he shruid be perpetually boarded at the expense of the county because he had been shable to pay his private bost for similar accommodations. The Judge ordered his discharge, saying that such applications were entitled to lavorable consideration from the Court, the party having been in prison three months or more.

SEEKING HIS DISCHARGE.

On the motion to vacate the order of arrest against Thomas P. Remington, Jr., in the suit brought against him by Charles Westermann, there was quite an exing Special Term of the Superior Court. The action is brought to recover damages sustained by defendant's alleged false representations, it being charged that \$3,363 80 auvances were made to the defendant and money expended on his account on the faith of the defendant's representations that he owned a valuable tract of land in Seranton, and from Mountain bonds valued at \$50,000, which statements are declared to be false. It is further alleged that in October, 1874, the defendant falsely represented himself to be the owner of such lands, and agreed with the plaintiff to give him a good and valid deed thereof upon his paying \$22,000, of which \$2,000 was to be paid in cash and \$20,000 to Augustus D. Juilliard, being the amount of certain bonds and securities due him by the defendant, the deed to be delivered on demand after Juilliard had been paid. The whole story has recently been published and it is unnecessary to recapituiate the facts. The defendant denies the allegations against him. After the argument the Court took the papers, reserving decision. brought to recover damages sustained by defendant's

SUMMARY OF LAW CASES. A writ of certiorari was granted yesterday by Judge

Donohue in the case of Julius M. Columboni, charged The suit brought by the Bank of Louisiana against James A. Branda, Jr., has been placed on the calender

of the Supreme Court for trial next month. Ethan L. Snow and Lewis Snow, charged with fraudulent bankruptcy, and whose ball after argument by tounsel was reduced by Judge Blatenford from \$100,000

to \$10,000 each, have as yet failed in procuring the nescenary bail. The examination of Bamburger & Gans, charged

with fraudulent bankruptcy, was again up, yesterday, before Commissioner Betts. The testimony taken was of a preliminary character as to the nature and extent of their business. Nothing was elicited directly tour hing upon the specific acts upon which the charge of fraudulent bankruptcy is based. The accused were

Ing spont to specify its based. The accused were both in court in person.

John 9. Graham bought from the city, in 1571, eleven lots on West Twelfth street, comprising a portion of the Fort Gansevoort property. He paid for the lots 501,600. He now sues the city for their occupation as a Corporation yard from December 30, 1879, to September 1, 1871, at the rate of \$2,000 a year.

In the suit brought by Joseph A. Mothonn, as assigned of ex-Shoriff O'Brice, against the city to recover some \$300,000 claimed to be due to the ex-sheriff as part lees of his office, a motion, as already reported, was recently made before Judge Donohue to have the case sent before the referee. Judge Donohue yesterday denied this motion. If this case is austained it have to be tried before a jury.

Julius and Maria Richards charged that Eliza Gobients and Gabriel Carton entered into a conspiracy to accuse them with having stolen, some two years ago, jewelry belonging to Cobelents. It is further stated that the alleged conspirators paid \$10 to a wit-

charge of frant. The case has occupied a considerable time of the Court, Mr. David Leveutritt appearing for the accused and Mr. Richard S. Newcombe for the opposing creditor.

Maria Gwynne, a widow, commenced a suit against Attorney Edward C. Ripley, in the Common Pleas, to set ande a chattel mortgage upon a piano, and under which the same was taken and sold, and for damages for its value. She alleges that she never intended to sign a mortgage upon her piano and did not know what she executed, nor was it stated to her, and that its value was \$500. The defendant moved to dismiss the complaint. Mr. Henry H. Morange, who appeared as counsel for plaintiff, took the ground that the moving papers and the pleasings showed that the issues were not triable by a jury, and did not come within the provisions of Rue 45. The Court so neld, and denied the motion, with copis.

In the matter of the cause of action in which the French claimants as neirs to the estate of Stephon Jumei and Mine. Jumei, in which a bill of complaint has been for some time past filed in the Clerk's office of the United States Great Gourt of this district, an answer thereto was yesterday filed by the defendant, Nelson Chase. The answer is a general denial to all the allegations set forth and relied upon by the complainants in support of their case. In said answer there is a special delence set up—that the cause of causes of action and each of said causes of action in said bill of complaint accrued more than forty years before the filing of the complaint.

DECISIONS.

SUPREME COURT—CHAMBERS.

By Judge Barrett.

Van Volkenburgh vs. Doelittle.—Order granted resettling order of January 23, 1877.

By Judge Douolue.

McMurray vs. MoMurray.—Denied.

Bottles vs. Duff; Palen vs. Bushnell and Weimere vs. Ernice.—Granted.

Cain vs. Murphy and Morris vs. The Flectwood Association et al.—Motions granted.

The People ex rel. Keiter vs. Combes.—Writ dismissed and prisoner remanded.

Monheimer vs. The Mayor, &c.; Richard vs. Coblentz; Carr vs. Fradley and Zeiss vs. The German Press Suclety.—Motions denied.

By Judge Lawrence.

Lyon vs. Sulzer,—Order granted.

The People, &c., vs. The Mason Manufacturing Company.—Let notice of settlement of the order be given for February 5, at three P. M., in Circuit, Part 2.

Hatch vs. The Farmers' Loan and Trust Company.—I prefer that notice of this order be served upon the attorney for the relator. Such notice may be given for Monday, February 5, 1877, at three P. M., in Part 2.

Supreme Court—Special Teem.

SUPREME COURT-SPECIAL TERM. By Judge Van Vorst.

Dambmann vs. Schuiting.—Judgment for plaintiff.

Opinion.

By Judge Lawrence.

Lafond et al. vs. Deems et al.—The suggestion of the delendant's counsel, that the dues which may become due from the delendants pending the appeal should not be paid over to the receiver, but should be retained by them to be appropriated to the purposes provided for in the bylaws, should be adopted. Having given security the defendants are entitled to hold their regular meetings pending the appeal, but they should be enjoined from bringing in any new members. The question whether there should be an allowance made out of the lund must stand over until the decision of the General Term upon the appeal.

SUPREME COURT-CIRCUIT-PART 2. By Judgo Van Brunt. Williams vs. Schreiber et al. —Case settled. COMMON PLEAS-SPECIAL TERM. By Judge J. F. Daly. Catharine Durkin vs. James Durkin.—Limited di-

SUPERIOR COURT—SPECIAL TERM. By Judge Speir.

McIntosh vs. Fitzgerald; Same vs. Same et al.; Same vs. Same, and Gratz vs. Gratz - References ordered.

Barrington vs. Barrington -- Action dismissed.
Weine vs. Crosby, -- Order denying motion for relief lemanded in complaint.

Walter vs. Barnard. -- Order on trial calendar for obruary 15.

Gilman vs. Standard.

lemanded in complaint. Walter vs. Barnard.—Order on trial calendar for beruary lå. Gilman vs. Stevens.—Ordered on trial calendar for February 5.

McIntosh vs. Fitzgerald et al.; Same vs. Same and Same vs. Same. Relevee's report confirmed and judgment of foreclosure and saie ordered.

Bradford vs. Bissell et al.—Order denying motion,

Bradford vs. Bissell et al.—Order denying motion, with \$10 costs.

Knox vs. Hexter.—Undertaking approved.
Geschmend vs. Mittiscat.—Order granted and undertaking approved.

By Judge Freedman.

Neill vs. The American Popular Life Insurance Company.—Upon presentation of an engrossed or printed copy of the case as now settled, as required by the rules of this Court, the case will be marked "settled" and ordered on file.

MABINE COURT-CHAMBERS.

By Judge McAdam.

Metz vs. Aaron; Bouthby vs. Fenion; Stout vs. Boardman; Grindle vs. Thomas.—Opinions filed.
Chainam National Bank vs. Bottstein.—Judgment for plaintiff on demurrer.

Kilgour vs. Aigm.—Motion denied, without costs.
Day vs. Gordon.—Default will be opened on payment of \$12 costs within three days and case restored to

of \$12 costs within three days and case restored to calendar of Part 3. It the costs are not so paid the motion will be denied, with \$10 costs.

Rest vs. Stone; Metzger vs. Lowry; Guthrio vs. French.—See memoranaum or papers.

Aaron vs. Bennett.—Motion will be granted on payment within five days of \$15 costs, otherwise denied.

Bamberg vs. Stern; Leahy vs. Mayer.—Motions to vacate arrest denied as per opinions field.

Tannenbaum vs. Riker.—Default opened on payment within two days of \$10 costs, answer to be served at the same time.

the same time.

Phelps vs. Geisenhamer; Schafer vs. Smith; Farnham vs. Hays; Sanborn vs. Ross.—Motious granted.

Figuagan vs. Danery.—Arrest vacated without costs

Finangan vs. Danery.—Arrest valente without costs upon stipulating not to sue.

Smith vs. The Arams Express Company.—Interpleader allowed as per opinion filed.

Mills vs. Swanson.—Stay modified.

Johnson vs. Larkins; Nixon vs. Lane; Barclay vs. Grimes.—Defaults noted.

Ogden vs. Trauzman.—R. H. Lyon, Esq., appointed

Hogan vs. Braisant; Aaronson vs. Rawle.—Defend-

Hogan vs. Braisant; Arouson vs. Rawie.—Defondants discharged.

Haydock vs. Haines.—Judgment of dispessession.
Lee vs. Hogan.—The proper costs to be taxed on demurrer or noted down on the back of the bill of costs.
Lazarus vs. Central Virginia Copper Mining Company.—Motion denied, without costs.

Arnoid vs. Harris.—See memorandum filed.
Capperly vs. Vail, Jr.—Order of publication granted.
Lecomte vs. Griswold; Dublsky vs. Traves; Walker vs. Newman; Schwartz vs. Belmont; Keisel vs. Sturch; Hosbach vs. Koch; Wood vs. Gates; Wertholmer vs. Hail; Authony vs. Kelly; Winter vs. Kreiger.—Orders granted. In the matter of Henry F. Lippold.—Order granted directing receiver to sue.

directing receiver to sue.

By Judge Sinnott.

Lawson vs. Foord.—Care settled and filed.

By Judge Gospp.

The Farmers' Milk Company vs. Raab.—Motion denied, with \$10 costs, unless plaintiff will stipulate to tax his costs at no more than \$42 50; in which case motion granted without costs.

GENERAL SESSIONS-PART 1

Before Judge Gildersleeve. PASSING A FORGED CHECK.

Early in December last a man representing bimself as James H. Potter called at the furniture store of as James H. Potter called at the furniture store of J. C. Flint, No. 104 West Fourteenth street, and purchashed \$600 worth of goods. In payment he presented a check for \$750 on the Newburg National Bank payable to himself, and purported to be signed by B. L. Moere and certified by the clerk of the bank. The proprietor of the store gave Potter \$150 in change. It was subsequently ascertained that the check was bogus. The prisoner was affected under the name of Lilly, and pleading guilty to the charge, Judge Glidersleeve sentenced him to two years in the State Prison. ROBBING A COMPANION.

Walsh was arraigned on the charge of stealing a value, containing property to the amount of \$115 from a companion named Alired Edwards, who was about to sail for Aspinwall in the steamer Acapulco, The prinoner was tried and convicted and sentenced to three years' imprisonment.

DECEIVING STOLEN GOODS. George Davis alias Stephen Williams, and Ellen Smith, both of whom were tried and convicted of stealing a large quantity of spool thread, valued at \$600, sent from Beiden Brothers to the New York and New England Express Company, to be forwarded to Philadelphia, were sentenced each for a term of five years in the State Prison.

DISMISSING THE GRAND JURY. During the day the Grand Jucy came into court, naving completed their labors. Judge Gildersleeve cour. teously returned them thanks for the highly satisfactory manner in which they had discharged the duties assigned them. He said that during the sersion they had investigated 466 cases. They were then dismissed.

COURT OF APPEALS.

ALBANY, N. Y., Feb. 2, 1877.
In the Court of Appeals to-day the following busi-

less was transacted :--No. 164, Tuska vs. O'Brien.-Argument resumed nd concluded.

No. 191. Stewart vs. Patrick.—Argued by George W.
mith for appellant, and A. H. Prescott for respondent.

No. 162. Manderville vs. Revnella.—Argued by J.

McGuire for appellant, and Marcus Lyon for responfent.
No. 131. The Johnstown Cheese Manufacturing
Company vs. Vechte.—Argued by James E. Dewey
for appellant, and H. E. Smith for respondent. Case
still on.

The following is the day calendar for Monday, February 5:-Nos. 141, 1713, 182, 168, 190, 73, 84% and 84%.

THE BOGUS BONDS.

EXAMINATION OF CYRUS G. CLARK AT THE TOMES POLICE COURT. The examination of Cyrus G. Clark, charged btaining \$950 from the East River Bank on bogus onds of the Central Pacific Railroad, took place at the rombs Police Court yesterday, before Judge Kilbreth.

The prisoner occupied a seat by the side of his counsel, Mr. Mott, and listened to the proceedings with an easy, careless attention. When placed on the witness stand he gave his testimony more as an interested witness

than as a prisoner.

The first witness called was Charles Jonkins, President of the East River Bank, who testified that on Thursday of last week the prisoner Clark applied to him for a loan of \$12,000 on bonds of the Central Pacific Railroad. Witness answered that he would lay the matter before the Board of Directors, and did so; the Board agreed to advance the loan; on the following Monday Clark called at the bank to complete the negetiations, and explained in conversation that he proposed to engage in the business of vulcanizing timber; he opened an ascount as treasurer of the company for that purpose and a second account in his individual capacity; prisoner gave witness the boads of the Central Pacute Railroad, on which the loan was to be effected, and entered into an understanding that he would draw from time to time against the coditateral to the extent of nimety-live per cent, according as his business rendered necessary; witness namind the bonds to Mr. Newell, the cashier, and requested him to take them to Fisk & Haton and ascertain if they were all right; Clark suggested that Mr. Newell should take them to the company's office instead; during the cashier's absence Clark settled his outstanding account with the bank and stated to witness that he had a pressing need for \$950; he (Mr. Jeckins) handed him the money; he shortly afterward went out, but returned with another bond, which he left in the bank for safekeeping; the bonds proved to be lorgeries.

Zenas E. Newell, Cashier of the East River Bank, tostified that Clark advised him to go with the bonds to the Central Pacific Railrond office, saying that they had already been certified to there.

WHAT THE PRISONER SAYS.

The prisoner was next put on the stand and deposed that he iound the bonds on the 2d or 3d of January, near an old ash box in front of the Bennett Building, in Nassau street; they were tied up by a string and wrapped in a newspaper; witness took the bundle into a neighboring store and examined the contents; for several days afterward he kept a close watch in the newspapers for an advertisement for them; no seeing any he put a notice in the Hexald of January 15, ueder the head of lost and found. He received several answers, but none properly described them. Witness supposed, of course, that the bonds.

After recess the prisoner resumed, giving an outline of his past life. He was formerly a drugglet in New Haven, from w tiations, and explained in conversation that he pro posed to engage in the business of vulcanizing tim

The prisoner was held in \$5,000 to suswer.

UNBROTHERLY BROTHERS.

THE GILMAN WILL CASE AS ADJUDICATED IN THE STREET.

For a long time past much bitter feeling has existed between Mr. George F. Gilman, the wealthy tea mer-chant, and his three balf-prothers, Theopius, Frazier and Charles B. Gilman, the casus bellt being family litication with reference to a will, the history of which has from time to time been rehearsed in the courts.

Yesterday Mr. George F. Gilman attended a reference in connection with the suit in the Equitable Building, leaving his carriage waiting at the door. the conclusion he left the office of the referee; and fearing, as he alleges, violence from some of his half brothers, whom he believed to be laying in wait, he cailed for police escort to his carriage. As he entered the vehicle one of his half brothers appeared and attempted to pull him out, and another jumped on the driver's box. Gilman resisted; and the criver, loyal to his master's interest, snapped his whip with vigor at the assailants, cutting Mr. Charles B. Gilman severely in the face and neck. In the struggle Frazier Gilman drew a pistol, and Charles B. snouted, "Shoot him! shoot him!"

The unfraternal disturbance was only of momentary duration, as the police soon restored quiet, taking all concerned before Judge Kilbreth. Each made a statement, different somewhat in detail from the others, but all were practically as above.

The magistrate held Charles B. and Frazier in \$1,500 bail to answer. the conclusion he left the office of the referee; and

The Committee on Public Works of the Board of Aldermen, who will investigate the charges against Comper Campbell, consists of the following:-Messrs. Shiels, Salmon, Simonson, Joyce and Pinkney. Mr. Campbell says he will not take any notice vnatever of the charges, and Mr. Herbert C. Thompson, the Deputy Commissioner, proposes to treat them with silent contempt. It is freely stated around the City Hall that this attack has been made in conse-

City Hail that this attack has been made in consequence of the Aldermen's disappointment at not receiving the hon's share of paironage in the Department of Public Works.

The charges made against Deputy Commissioner Thompson as to incomperency are looked upon by his iriends as frivolous, and the statements relative to "knowing more about whiskey than water" as showing a bitter and overreaching personal enmity. It is not now an easy matter to get rid of a Commissioner without a sustainment of the charges. The Mayor must satisfy himself fully as to the importance of the allegations; and before final action can be taken Governor Robinson must approve the mandate of removal.

THE BROOKLYN BRIDGE.

Early yesterday morning the workmen on the Brooklyn Bridge resumed the laying of the foot bridge, which had been begun the day previous, between the two towers on the river span. The work is seemingly perilous, and fascinates the gaze of the thousands who cross daily between the two cities during its construction. The work is conducted by ten men, five on each cradle, each cradle being about 400 feet distant from the tower on the east side. The sections of the wooden foot bridge, ranging from twelve to sixteen feet in length and about three feet in width, are sent out in buggies on the travelling rope to the men in the cradies, which are large platforms swinging transversely amid stream. Iren clamps and plates are used to secure the sections firmly, and soon everything will be in readiness for the construction of the bridge proper. The continuance of the work was necessarily retarded by yesterday's weather, but the entire foot bridge will be in position and ready for use ere many days clapse. Mr. Charles Young is superintending a gang of men who are engaged sounding in Frankfort street for foundations for the piers which will sustain the approaches to the bridge. The boring has been prosecuted to the depth of thirty feet and satisfactory results reached as to the character of the soil, whereon the additional piers are to rest. Although located in what is known to old New Yorkers as "the swamp," yet the substratum proves to be such as will guarantee the stability of any superstructure which may be raised upon it. the tower on the east side. The sections of the wooden

CHEAP TRANSPORTATION.

A meeting of the various committees to consider cheap transportation and the feasibility of introducing the Beigian system of towing on the canals was held yesterday afternoon at the rooms of the Chesp Transportation Association, but arrived at no results. The conference was held in an underione by the gentlemen present, who evidently had no desire that the members of the press should obtain facts for publication. Owing to the weather only about half a dozen gentlemen attended the ression, which adjourned for further deliberations without date.

THE HOLMES FAMILY.

A gentleman who has been acquainted with United States Deputy Marshal Holmes for the past fifteen years says that the statement that his children had been left in a destinite condition upon his removal to the no-pital was erroneous. He says that Monday evening floures sent for his oldest daughter and left quite a sum with her for his family. It is also dened that Mr. Holmes drank heavily. He adds that he was greatly attached to his children.

BROOKLYN BURGLARY.

Jewelry and silverware, valued at \$395, were stolen on Thursday night from the residence of Robert Leonard, No. 130 Rodney street, Brocklyn. No. MEXICAN AFFAIRS.

OPINIONS OF PROMINENT MEXICANS ON THE TROUBLED REPUBLIC-THE THREE HUNDRED THOUSAND DOLLARS-PRESIDENTIAL PRE-

A conversation was had yesterday with Dr. Juan N. Navarro, Consul General for the Republic of Mexico, upon the subject of the recent payment of \$500,000 by the Mexican authorities to the United States. Dr. Navarro locks upon this prompt action on the part of Mexico as a guarantee, if such were wanted, to the United States that his country, no matter what particular administration may be in or out of pobelieves that, as the money came through a prope and legitimate channel—that of the Minister accredites subject have been a relevant one, for Mr. Fish to inquire what administration may have shipped the funds from Mexico, What the United States have a right to expect is that engagements with this country, and further than this it does not seem within the province of the American people to interiere with the internal affairs of Mexico. Dr. Navarro feels confident that, whoever may occupy the Presidential chair in the capital of his country, the annual sum of \$300,000 will be forthcoming when it falls due, until the total amount awarded to the United States by the late International Claims Commission shall have been liquidated. Under the tostering care of an honest government, economically adinistered, the revenues of the country can be raised

ministered, the revenues of the country can be raised from \$18,000,000 to \$20,000,000 a year, and this very respectable aggregate of the Republic's resources will enable her to meet all liabilities at home and abroad.

THE PRESIDENTIAL QUESTION.

In the course of conversation with a Mexican gentleman of undoubted influence and intelligence he expressed himself freely upon the questions connected with the Presidential troubles which are now so prejoundly moving his country. Referring back to the time when Justez, after his torm of office had expired held over and refused to give place to General Ortega, our informant casimed that there is no similarity octiveen that case and the present one involving the rights of Lordo and of Iglesias. The latter claims that the former procured his re-election by fraud and force. The only power in Mexico that could deliver a binding opinion, according to the constitution, upon this most important question is the national Congress, and that body declared that Lerdo had been elected in incorrance with the frequirements of the general Electoral law. Iglesias appealed from even this decision, against which, according to law, no appeal would lie, and orough the matter before the supreme Court, of which he was the criter magistrate. There was neither law nor precedent to justify such a proceeding, yet in the teeth of the fact that Iglesias was there to plead his own case, the Supreme Court rejected the views set forth by him, and declared that Lerdo had been legally elected. This did not satisfy the Chief Justice; he appealed to arms against the expressed opinions of Congress, which had a right to pass upon the issue, and of the Supreme Court, which did not possess any right in the premises. But supposing that herdo had been legally elected. This did not satisfy the Chief Justice; he appealed to arms against the expressed opinions of Congress, which had a right to pass upon the issue, and of the Supreme Court, which did not possess any right in the premises. But supposing that herdo all to it, and that man is Don José Maria Iglesias; there also is another man having as little right to the office as the latter, and that is General Don Forfiro Diaz. Lerdo will probably not return to assert his rights in Maxica. It Iglesias should go back he will receive no support, and therefore the establishment of Diaz's government is a question already solved in his favor. It is to be expected that the United States will acknowledge accomplished facts, and nence it seems but natural that the Mexican Minister, whoever that functionary may be, will receive recognition when he appears at Washington.

THE UNION LEAGUE CLUB.

PREPARING FOR A NEW HOME-A ECHEME

THAT MAY AWAKEN OPPOSITION. On May 1, 1878, the lease of the house which the Union League Club now occupies will expire, and it will become necessary to find new quarters. In anticipation of this emergency, there has been steadily accomulating a fund in the charge of the Building mittee, which now amounts to over \$200,000. This, however, will not be sufficient, as the ideas of the club in regard to their future home are very large, and nothing but the best location and finest building will suit the wishes of the members of this wealthy organization. It might be possible to retun pessession of the present club house, as Mr. 'erome, the owner of the building, would probably have no objection to re-leasing it to the but the location is deemed objectionable, and it seem to be the general desire of the club members not to remain there after the expiration of the lease. After

made that the clue advance \$30,000 or \$40,000 on repairs and to make desirable alterations, the amount to be atterward deducted from the rent, but for some reason the idea was not pushed to realization.

The committee which was appointed some time ago to a see ou a site for the new club house have reported in layor of a location in Fifth avenue, which could be bought for \$200,000, and to erect their on a club house, with a theatre attached, which should cost \$400,000 more. The site proposed appeared to conceptable, and also the plans for the house, and the next question was to raise the money to pay for it. This, however, was not found to be an easy task. It was not desired to raise the money by a mortgage on the new property, even found to be an easy task. It was not desired to raise the money by a mortgage on the new property, even it such a mortgage could have been obtained, which was very doubtful, as the club house contemplated to be erected would be entirely valueless for any other purpose than a club house. A committee was, therefore, appointed to agree upon and report a feasible plan of raising this amount of money. This committee consisted of Mesers, Jackson S. Schuitz, Le Grand B. Cannon, John A. Weeks, Richard Butler and John R. Hail.

consisted of Mesers, Jackson S. Schultz, Le Grand B. Cannon, Jonn A. Weeks, Richard Butler and John H. Hail.

The Plax.

A report was agreed upon and presented to the club at its meeting, on Thursday, January 4, which, after stating the difficulties in the way of raising money outside, recommended the following plan:—That the necessary amount (\$400,000), be raised by issaing 1,000 orgistered bunds of \$400 each; that these bonds be soid only at par 10 resident members, with the provision that only such bondholders shall have the privilege of holding office or voting for officers or committees, each bondholder being entitled to one voie for each bond registered in his name. As the club possesses about 1,000 resident members, achance would be given to each one to purchase one of these bonds, and no member would be allowed to purchase more than one boud unless there were some remaining after all had purchased who desired to do so.

This plan will be acted upon by the club at its next regular meeting, on Thursday evening next, February 8. There are a number of objections to it; some members of the club are opposed to it and it is possible that it may not be accepted, but it was the only feasible one which presented used to the committee, who were as fully aware of the objections to it as any of the members. Its advantages are that no indebtedness is incurred outside of the club; it affords an easy way to raise the money, as there is probably no member of the club who would not be willing and able to subscribe for at least one of these bonds, and the opportunity for subscribing is open to all of the members, so that no one need be deprived of his vote, the bonds, bearing seven per cent interest, afford a sale and pleasant source of income for the subscribers, and every bondholder thereby becomes doubly interested in the prosperity and wellare of the club. Whether, however, these views will have sufficient weight with enough of the members to cause the adoption of the scheme remains to be seen.

EXTENSIVE IMPORTATIONS.

If the amount of goods on hand at the public stores is any indication of the revival of trade, then business has within the past two weeks become very brisk. Mr. Samuel Blatchford, Deputy Collector in charge of the Public Stores, reports that at no time have so many packages of goods been in this department as were received last month. His figures are as follows:—Received, 15,218 packages, and delivered, 14,142. Some 5,565 packages remained in store yesterday, and the delivery on the 1st inst. amounted to 1,235.

THE COTTON EXCHANGE. The following committees for the month of February

were announced and posted on the bulletin of the Cotton Exchange yesterday :- Floor Committee-Walter T. Miller, chairman; M. G. Haughton, Josoph Yeoman and Robert M. Bunca. Quotations of Futures—Heary, Thiotson, chairman; William Mohr, George H. Chap-man, William Ray and Frank Zercaga.

PRISON REFORM.

A very interesting lecture will be delivered in the great hall of the Cooper Union on Saturday evening, being one of the regular free course. Rev. E. C. Wines, lecture on "Prison Reform Asseciation, will lecture on "Prison Reform Considered in Its Relation to the Legislation Required by the Constitution of Our State as Recently Amended." It is expected that a large number of the members of both houses of the Legislature will be greated. of the National Prison Reform Asssociation, will

BOUND FOR AUSTRALIA.

NINETY-NINE EMIGRANTS FOR THE BRITISH COLONY OF NEW SOUTH WALES LEAVE OUR

Pier 8 East River yesterday was a scene of b and activity, as the bark N. Boynton, Captain Blauchard, was taking aboard her party of emigrants, bound for Sydney, New South Wales, in the hope of bettering their fortunes. Ninety-nine passengers in all, representing various nationalities, have already secured passage, and special borths have been fitted up between decks for the emigrants. Two roomingships have been arranged for the accommodate of married souples, of whom there are ten, and one room on the port side for three unmarried women. The starboard side has been reserved for males only.

to be a good seagoing vessel, and her commanding officer expects to make the passage in 100 days. The passage money is \$37.50, gold; the agents, R. W. Cameron & Co., expecting to be indemnified by the colonial government for the difference between the

Cameron & Co., expecting to be indemnified by the colonial government for the difference between the fare charged the emigrant and the full cost of passage, which is \$100, gold. The agents discriminate in their choice of passagers, and take none but mechanics or laborers who may be of service in the projected improvements of the colony. Gerks and others whose occupations have been sedentary are not accepted at the rate of fare stated, these parties being considered unfitted to the requirements of a new settlement. The agent speaks very lavorably of those who have engaged passage, both as to their intelligence and pecuniary means, some of them having bought bills of exchange ranging from £50 to £100 sterling.

The bark Sierra Nevada will follow the Boynton about March 1, and will probably carry even a larger num er of emigrants than the Boynton, as strong inducements are beld out by the nuthorities to encourage colonization. The following is a list of the passengers who will sait by the N. Boynton at nine o'clock A. M. to-agy, weather permitting:—Austin, Harmanus; Build, Wilham; Burnett, Fred W.; Reaumout, Thomas; Brennau, Michael; Bonner, James J.; Brownlow, Charles; Brownlow, Mrs.; Boan, Hannah K.; Barrett, John E.; Cullen, Richard E.; Cockeil, James; Cockeil, Mrs.; Gurry, David; Curry, Wilham; Conneily, John J.; Gobe, Gustave; Graham, Wilham; Graham, Mrs.; Gourley, Alexander; Games, John; Games, Mrs.; Hosch, Richard; Hosch, Mrs.; Hosch, Mrs.; Hosch, Richard; Hosch, Mrs.; Hosch, Mrs.; Hosch, Rate, David; Fet, John J.; Gobe, Gustave; Graham, Wilham; Graham, Mrs.; Gourley, Alexander; Games, John; Games, Mrs.; Hosch, Richard; Hosch, Mrs.; Hosch, Mrs.; Hosch, Rate, David; Fet, John J.; Gobe, Gustave; Graham, Wilham; Charles F.; Brank, Logan, Mrs.; Logan, Mrs.; Logan, Prance, John; Games, John; Grames, John; Mrs.; Hosch, Richard; Hosch, Mrs.; Hosch, John; Michael; Mathows, John; O'Dohueli, John; Mrs.; Hough, Fred

A DEFUNCT CIRCUS.

Howe's "London Circus," which cost in London \$80,000, met with some pecuaiary trouble in Augusta, Ga., a short time since, and was, under foreclosure of a mortgage of \$62,000, sold at public auction on Friday last in that city. A large number of showmen from all parts of the country were present and the bidding was brisk. The following is a catalogue of what was sold and the prices brought:—Four royal Bengal (1gers, \$4,000; 5 elephants, \$15,000; 6 hyens, \$1,000; cland and peccary, \$1,000; shaite lion, \$400; young tiger and 2 goats in same cage, \$400; ostrich and 2 hyenas, \$300; 5 panthers, \$200; jaguar and houses, \$430; balger, beaver and 2 wild-cats, \$300; cage Australias birds, \$250; cage with happy lamily, \$100; 2 antelopes and lama, \$200; eacred cow, \$300; yax and pelican, \$500; potaquin and heartbest, \$500; etk, \$100; ticket wagen, \$100; double hump camel, \$300; gass wagen, \$500; potaquin and cartbest, \$500; etk, \$100; ticket wagen, \$100; double hump camel, \$300; gass wagen, \$500; 10 pontes and charlot, \$1050; 8 pontes and Cinderella wagen, \$1,100; 8 lengths of reserved seats, \$200; 2 hypodrome charlots, \$50; 10 baggage horses, \$1,600; 10 norses, \$1,500; 10 horses, \$1,600; 10 horses, \$1,600; 10 sets harness, \$75; one lot 6 norses, \$1,005; 1 sorrel horse, \$50; 2 trained mules, Petand John, \$70; 5 ponnes, \$175; 1 stallion, trained, \$165; stallion, Captain, trained, \$15; trained horse Jim, \$150; trained horse Billy Buttons, \$75.

The side realized \$52,700 and with the exception of

Buttons, \$75.
The sale realized \$52,700, and with the exception of two horses, which brought \$89, the entire establishment was purchased by Mr. John J. Parks, of this city. The stock and animals will be kept where they are unisummer, when they will be brought to this city previous to starting on a new tenting season.

The Rev. W. R. Alger will deliver a sermon on "Cruelty to Animals" in the Church of the Messiah, corner of Thirty-fourth street and Park avenue, to-morrow (Sunday) evening.

CRUELTY TO ANIMALS.

REAL ESTATE.

The following sales were effected at the Real Estate Exchange yesterday:—
James M. Miller sold, by order of the Supreme Court in foreclosure, Nathaniel Jarvis, Jr., referce, a plot of and, 75.3x88.3x57.8x16.5x25x75.3, with building there-

on, on Ninth avenue, northwest corner of Sixty-sixth street, to Stephen D. Marshall, plaintiff, for \$37,400. A. J. Bleecker & Son sold, by order of the Supreme Court, in toreclosure, Thaddeus B. Lane referee, three story high stoop brown stone house, with lot three story high stoop brown stone house, with lot 20x100.11, on East 125th street, south side, 245 feet east of Fitth avenue, to Joseph B. Hart for \$11,000.

J. H. Wilson sold, by order of the Supreme Court, in foreciosure, W. C. Traphagen referee, one lot on East Eighty-first street, south side, between Second and Third avenues, known as lot No. 38 on map of Harlem Commons, to Samuel Well, for \$4,850.

V. K. Stevenson, Jr., sold, by order of the Supreme Court, in foreclosure, Thomas H. Edsall referee, a five story brick tenement house, with lot 25x102.2, on East Seventy-fourth street, south side, 275 feet west of avenue A, to William Tristpah, for \$9,450.

Goth st. s. s. 106.3 it. c. of 22 av. 18.9x103.5; same the same. Christopher st. n. s., 65% it. w. of oreenwich, 53.33 x 240.1; f. S. myth (referee) to Jacob Kruck.

13th st. s. s. 215 it. w. of 5th av., 10., 287; Bernard E. McUafferty (referee) to Knuma is, Brosso.

33d st. n. s., 325 it. e. of 2d av., 25x18.9; Benjamin Wright (referee) to Michael (domin).

70th st. n. s., 250 it. w. of 8th av., 25x103.5; George N. Williams (referee) to Charles (i. Havens.

Madison st. n. s. 120 it. e. of Scammel st., 24x16; J., Minor, Jr. (referee), to John Heilmann. 8.000

8,000 4,225 Minor, Jr. treferce., to John Helimann.

Beer, Simon and wife, to Yanny Beer, No. 370 Rest
4th st., S months.

Doid, Andrew and wife, to Joseph Stern, s. s. of 57th
st. w. of Lexington av.; 6 months.

Durgan, Thomas and wife, to Mary J. Ryer, n. s. of
14th st. w. of St. Anne's av. 3 years.

Eifert, John and wife, to Jacob Henkell, n. s. of
Monroe st., e. of Jackson st.; 5 years.

Krnex, Jacob and wife, to ticorgo Mayer, n. s. of
Christopher st., w. of tircenwich av.; 2 years.

Do Ferriere, Theresa, to Charles A. Lockwood; 1
years. 1,000 5.00 De Ferriere, Theresa, to Charles A. Lockwood; I year.

Pay, Morris and wife, to Thomas Rocks, n. s. of 102d st., e. of 3d av.; 1 year.

Forsch, Kasher and wife, to George Frelerick, n. s. of Sist at., e. of 11th av.; 3 years.

Germier, Michael, to Manhattan Savings Institution, n. s. of 33d at. e. of 2d av.; 1 year.

Gruntsi, Frances and others, to Moris Josephthal, s. s. of 61st st., w. of Lexington av.; 1 year.

Gilman, Lucy A., to John H. Davis, n. s. of 112th st., between Lexington and 3d avs.; 1 year.

Mctowan, William P., to East Kiver Savings Institution, s. s. of 9th st., e. of 2d av.

Guimer, Eara and whie, to Roseco H. Channing, s. s. of 13bth st., s. e. corner of 3d av. 22d ward); 3 years. 1.000 4.500 2.000 of 130th st., a. e. corner of 3d av. 23d ward); 3 years.
Koorts, John C. and wife, to Josephine Jackson, w. s. of 4th st., between Amos and Charles sts.; 1 year.
Roliger, Henry E. and wife, to Mutual Life 130th st.; 1 year.
St. Patrick's Cathedral to Emigrants' Industrial Savings Bank, s. w. corner of Mulberry and Jorsey sts.; 1 year.
Same to same, w. s. of Mulberry, between Prince, and Houston sts.; 1 year.
Schoolher, Louis, to astor Library, w. s. of 3d av., n. of 26th st; 5 years. 20,000 Schoolhert, Louis, to astor Library, w. s. of 3d av., n. of 26th st.; 5 years.

Stearns, John N., to Solomon L. Jacobs, s. s. of 48d at., s. of 3d av.; 1 years
Weich, Virginia A., to Maryj., Myors, o. s. of Washington uv., n. of Bansford at. (24th ward); 3 years, wills, Joseph G. and wite, to Edward Crowley, s. s. of 1st st., c. of Washington av. (28d ward); 2 years
Zuelch, Henry and wite, so Henry Papplingur, s. s. of 30th st., w. of 5th sv.; 0 years. 1,000 RAPID TRANSIT.

A FURTHER INSIGHT INTO THE AFFAIRS OF THE NEW YORK CITY - CENTRAL UNDER GROUND RAILWAY COMPANY-THE THIRTY-FIVE MILLION CONTRACT—THE ELEVATED BOAD AND ITS OBJECTORS.

The recent expose of the manner in which the New York City Central Underground Railroad Cempany let their contracts and provided for the construction of the work has excited considerable interest among capi-talists interested in rapid transit, as they now begin to understand the difficulties that were placed in th way of an underground road. A limato was out yesterday searching for information on subject, and came across a copy of two contracts that were given to Francis P. Byrne, both dated March 9, 1870. There is no mistaking the figures in these contracts, and they speak for themselves.

In the first place he was to receive \$14,000,000 ct bonds for constructing and equipping the railway from City Hall to Forty-sixth street, and by the terms was only required to expend \$50,000 on each railway station, a sum that would hardly furnish a very imposing depot. The right of way and damages were to be in-

curred by the company.
THE SECOND CONTRACT.

By the second contract of the same date Byrne was to secure the right of way from the City Hall to Fortysixth street, where it was not granted by the charter. For this rervice he was to be paid \$6,000,000 of full paid capital stock. This extra tax really made the cost of constructing and equipping three and one-half miles of an underground road from the City Hall to Forty-sixth street amount to \$20,000,000. For the extension up Broadway from Madison square to Central Park he was awarded \$7,800,000 of bonds, and alse estimated that this branch of the work could be completed in the very best style for \$2,500,000. He was also to build the road from Forty-sixth street to Harlem River, a work for which he was to receive \$9,500,000.

It is a curious fact that the four tracks recently laid by Mr. Vanderbilt, from Forty-second street to Harlem River, only cost \$6,301,000. At the time the contract was made there is no doubt but the last contract could have been well executed for \$4,500,000. The extension to the Battery from the City Hall was rated at \$3,700,000—more than three times what it would actually cost. The whole account under these two contracts for the eleven miles is as follows:

First mortgage bonds. \$35,000,000
Capital stock. \$0,000,000
Money 2,500,000

Total. \$43,500,000
The capital stock was \$10,000,000, leaving \$4,000,000
of stock which was to provide the \$2,500,000 in money,
so that if the railway had been made under it the capital account of the company would not have been less

tal account of the company would not have been less than \$45,000,000.

To-day the whole line from the Battery to the Harlem River, with full equipment, first class stations, together with the land to be bought, can be made for \$10,00,000, and with realy money for \$9,000,000.

The Third Avenue horse cars carn the interest on this

A DIRECTOR OBJECTS.

It appears rather an astonishing fact that such contracts should have been approved of by a board of directors with the interest of the company at heart. Mr. William A. Whitbeack, one of the directors of the company, was strenuous in his exertious to defeat the Byrne contract, as may be seen from the following exercise from a letter dated June 23, 1870, that he sent to the President and Board of Directors:—

tracts from a letter duced June 2st, 1836, that he sent to the President and Board of Directors:—

I was present in the Board of Directors when the Byrog contract was accrited; it was not read; being very voluminous, its contents were stated in general torms. * * If was authorized by the Board under the belief that he had made, as was stated, arrangements for raising money in Enrich I begins of the stated of the state of the state of prouds, independent of the cost of right of way. This is more per mile for construction, exclusive of cost of ground, than has ever yet been known, exceeding the most expensive railroad constructions in London, and being more than twice the construction expense of the London Underground line. But what is more extraordinary still, there is, I now understand, a clause in this contract providing for issuing to Mr. Byrne, a person of limited means, a nere negotiation, \$500,000 of bonds before he commences work. And I am advised that wherever he wants to dump a load of sand or other material—this being made the pretext—bonds may, by this contract, be I shared to the purpose, and that Mr. Byrne, or those was stand behind him, will become the owners of this property used for such purpose, and that Mr. Byrne, or those was stand behind him, will become the owners of this property and not the company.

A EKAL ESTATE TRANSACTION.

annuled. Certainly the stock of this company must be worthless if this contract stands.

It is understood that after the respectable members of the Board resigned the affair was run in the interest of the New York. Boston and Montreal Railroad, of which Mr. George Brown, one of the directors, was then acting as president. At this time both Iweed and Sweeny had been elected members of the Board of Directors in the place of some of those who resigned, observing a president of the Sanda Answere.

An appeal has been made from the recent decision of the General Term of the Supreme Court in favor of the Gilbert Elevated road, and as soon as the decision from the Court of Appeals is made, provided that it be favorable to the Gilbert company, work on the road will be proceeded with with vigor. In your months from the time that all legal obstacles are removed from the path toward completion of the structure, according to President Foster, the road will be in working order as far up town as Fifty-ninth street.

Mr. Foster was asked yesterday his opinion on the road ward ware fitty to the dequation which waited on

be proceeded with with vigor. In rour months from the time that all logal obstacles are removed from the path toward completion of the structure, according to President Foster, the road will be in working order as far up town as Frity-ninth street.

Mr. Foster was asked yesterday his opinion on the reply of Mayor Eip to the deputation when waited on him, on Wednesday, to ask him to use his influence to prevent the introduction of rapid transit. Mr. Foster said that he thought "the Mayor could not have done other than what he did. He promised to protect the rights of the citizens so far as he could, always keeping in mind, however, the importance of quick travel. The objections to rapid transit which are offered," continued Mr. Foster, "are very weak. One of the most encouraging retrespects of the leaders in the enterprise is the really small amount of objection which has been made to it. It has met with loss opposition than any great improvement, that has been in roduction than any great improvement, that has been in roduction of gas, or even the building of horse car railroduction of gas, or even the building of horse car railroduction of gas, or even the building of horse car railroduction of gas, or even the building of horse car railroduction of gas, which was seen and know.

DARKNESS AND PRIGHTENEN HORSES.

"The arguments which are offered that the elevated road will obscure the light in the buildings on Sixth avenue, that the noise of the trains will be annoying, that the structure will obstruct travel on the street, and that horses will be affrighted at the sight and noise of the trains and the whisties, are all without any basis. The tracks will be built in the middle of the street, and further away from the buildings on either slife than the width of many downtown streets. These tracks will be util simply on arches streetching from curb to curb, of which there will be less than that made by a horse car, and steam will be less than that made by a horse car, and steam will be less than that made by a hor

LITTLE HELL GATE.

There seems to be a strong probability that the Police Commissioners will secure a dumping ground at last and that some important and permanent advantages will accrue from it. The resolution now be fore the Board of Aldermen suggesting the deposit of ashes and street sweepings in the channel ! Randall's and Ward's islands, known as little Hell Gate, is meeting with favor and the plan contemplated by it is likely to be adopted. These islands being the property of the city, the use of the channel property of the city, the use of the channel between them in the way suggested invades no private rights, and no opposition can come from any source except the general government as the conservator of the rivers, channels and waterways of the country. No opposition is likely to come from this source, General Newton being of opinion that the ship cannel will not be affected by the contemplated use of the Little Hell Gate channel. It will be arst necessary to obtain the consent of the State authorities, and this being granted, the consent of the United States, although it will not be formally given, will not be denied. Before the channel can be used as a dumping ground it will be necessary to construct a wall at each extremity to connect the inlands, and then the intervening space will be filled as

CONTINUED ON MINTE PAGE 1.